

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application
First-Named Inventor: Pal Takacsi-Nagy
Appl. No.: 10/784,374
Conf. No.: 8929
Filed: February 23, 2004
Title: SYSTEMS AND METHODS EXTENDING
AN EXISTING PROGRAMMING
LANGUAGE WITH CONSTRUCTS

PATENT APPLICATION

Art Unit: 2193
Examiner: Wang, Jue S.
Atty Docket No.: ORACL-01389US2

Customer No. 23910

**CONSENT OF ASSIGNEE TO CORRECTION
OF INVENTORSHIP UNDER 37 C.F.R. §1.48**

The below-identified Assignee hereby consents to correction of the named inventors in the above-identified patent application as set forth in the accompanying petition which adds MICHAEL BLEVINS as an inventor.

The undersigned certifies that Assignee is the owner of a right, title and interest in the above-identified patent application by virtue of an Assignment from the inventor(s) to Assignee and that a true copy of the Assignment(s) is (are) attached hereto.

The Assignment has been reviewed and to the best of the undersigned's knowledge and belief, title to the above-identified patent application is in the Assignee. The undersigned (whose title is supplied below) is empowered to sign this certification on behalf of the Assignee.

Assignee: BEA Systems, Inc.

Assignee Type: A Corporation

Signor's Name: T.J. Angioletti

Signor's Title: Vice President

Signature:  Date: 2/3/10

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) Pal Takacsi-Nagy
a resident of Cupertino, California; and

(2) Michael Douglas Blow
a resident of San Jose, California; and

(3) _____
a resident of _____; and

(4) _____
a resident of _____

have invented certain new and useful improvements in:

SYSTEMS AND METHODS EXTENDING AN EXISTING PROGRAMMING LANGUAGE WITH CONSTRUCTS

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention being filed HEREWITH, and assigned U.S. Patent Application No. _____.

WHEREAS BEA Systems, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 2315 North First Street, San Jose, 95131, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.


2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.


4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

3/3/04
Date

(1) 
(Inventor's Signature)

3/3/04
Date

(2) 
(Inventor's Signature)

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

MICHAEL BLEVINS a resident of Volcano, California, (hereinafter referred to as ASSIGNOR), along with co-inventors Pal Takacsi-Nagy and Michael Douglas Blow, has made a discovery and/or invention entitled:

SYSTEMS AND METHODS EXTENDING AN EXISTING PROGRAMMING LANGUAGE WITH CONSTRUCTS

☒ for which an application for Letters Patent of the United States has been filed on February 23, 2004, under Application No. 10/784,374, which application claims priority to U.S. Provisional Application No. 60/450,074, filed February 25, 2003.

WHEREAS:

BEA Systems, Inc., a corporation of Delaware, having a business address of 500 Oracle Parkway, Mail Stop 50P7, Redwood Shores, CA 94065

and which, together with its successors, assigns, and legal representatives, is hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, continuation-in-part, divisional, reexamination, renewal, substitute, reissue and/or any application claiming priority thereof, including any legal equivalent thereof, in a foreign country for the full term or terms for which the same may be granted.

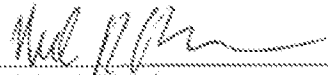
I, SAID ASSIGNOR, hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and benefit of the ASSIGNEE in accordance with the terms of this instrument.

I, SAID, ASSIGNOR, hereby covenant with ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned and that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR hereby further covenant and agree that the ASSIGNEE may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE communicate to the ASSIGNEE as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE and that if reissues or reexaminations of the said Letters Patent or disclaimers relating thereto, or divisionals, continuations, continuation-in-parts of the said applications shall hereafter be desired by the ASSIGNEE, I will, at any time, when called upon to do so by the ASSIGNEE sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation, continuation-in-part, reexamination, and reissue applications so desired, and do all lawful acts requisite for the application for such continuations, continuation-in-parts, divisionals, reexaminations, or reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE.

ASSIGNOR hereby authorizes and requests the prosecuting law firm to insert herein above the application number and filing date of said application when known.

Date: 1/27/10


Michael Blevins